AO 120 (Rev. 3/04)

TO: Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	**REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK**

In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court Southern District of Iowa on the following ☐ Patents or ☑ Trademarks:

DOCKET NO. 4:11-cv-86	DATE FILED 2/25/2011	U.S. DISTRICT COURT Southern District of Iowa
PLAINTIFF Coach, Inc. et al		DEFENDANT Donna's Gift Court, et al

PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 see attached		see attached
2 pgs 4-8		
3		
4		
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY ☐ Amendment ☐ Answer ☐ Cross Bill ☐ Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
2		
3		
4		
5		

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK	(BY) DEPUTY CLERK	DATE
Thomas E. Kelson	[illegible]	2/28/11

Copy 1—Upon initiation of action, mail this copy to Director **Copy 3—Upon termination of action, mail this copy to Director**
Copy 2—Upon filing document adding patent(s), mail this copy to Director **Copy 4—Case file copy**

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION

COACH, INC. and COACH SERVICES, INC., Plaintiffs, vs. DONNA'S GIFT COURT; DONNA SPURGEON; and JOHN DOES 1-10, Defendants.	No. 11-cv-0086

COMPLAINT FOR DAMAGES, INJUNCTIVE RELIEF and REQUEST FOR JURY TRIAL

Plaintiffs Coach, Inc. and Coach Services, Inc. (hereinafter collectively referred to as "Coach"), through their undersigned counsel, for their complaint against Defendants allege as follows:

NATURE OF THE ACTION

1. This is an action for trademark counterfeiting, trademark and trade dress infringement, false designation of origin and false advertising, and trademark dilution under the Lanham Act (15 U.S.C. §§ 1114, 1116, 1117, 1125(a) and (c)); copyright infringement under the United States Copyright Act (17 U.S.C. § 501 et seq.); trademark dilution under Iowa Code §548.113; trademark infringement and unfair competition under the common law of the State of Iowa; unjust enrichment; civil conspiracy; and aiding and abetting.

JURISDICTION AND VENUE

2. Jurisdiction over the parties and subject matter of this action is proper in this Court pursuant to 15 U.S.C. § 1121 (actions arising under the Lanham Act), 28 U.S.C. § 1331

(actions arising under the laws of the United States), 28 U.S.C. § 1332(a) (diversity of citizenship between the parties), and § 1338(a) (actions arising under an Act of Congress relating to copyrights and trademarks). This Court has supplemental jurisdiction over the claims in this Complaint that arise under state statutory and common law pursuant to 28 U.S.C. § 1367(a).

3. This Court has personal jurisdiction over the Defendants because they do business and/or reside in the State of Iowa, within the boundaries of the Southern District of Iowa, and, as to the entities, because they do business, are incorporated, and/or are authorized to do business in the State of Iowa, within the Southern District of Iowa.

4. Venue is properly founded in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c) because Defendants reside in this District, may be found in this District, and/or a substantial part of the events giving rise to the claims in this action occurred within this District.

PARTIES

5. Plaintiff Coach, Inc. is a corporation duly organized and existing under the laws of the State of Maryland, with its principal place of business in New York, New York. Plaintiff Coach Services, Inc. is a corporation duly organized and existing under the laws of the State of Maryland with its principal place of business in New York, New York.

6. Upon information and belief, Defendant Donna's Gift Court ("Donna's Gift") is a corporation or other entity organized and existing under the laws of the State of Iowa, upon information and belief, with a principal place of business in the state of Iowa (specifically, within the Southern District of Iowa).

7. Upon information and belief, Defendant Donna Spurgeon ("Spurgeon") is an individual residing in and/or doing business through Donna's Gift within the Southern District of

Iowa.

8. Plaintiffs are unaware of the names and true capacities of Defendants, whether individual, corporate and/or partnership entities, named herein as JOHN DOES 1 through 10, inclusive, and therefore sues them by their fictitious names. Plaintiffs will seek leave to amend this complaint when their true names and capacities are ascertained. Plaintiffs are informed and believe and based thereon allege that Defendants JOHN DOES 1 through 5, inclusive, are employees of Donna's Gift. Plaintiffs are informed and believe and based thereon allege that said Defendants and JOHN DOES 1 through 5, inclusive, are in some manner responsible for the wrongs alleged herein, and that at all times referenced each was the agent and servant of the other Defendants and was acting within the course and scope of said agency and employment.

9. Plaintiffs are informed and believe and based thereon allege that JOHN DOES 6 through 10, inclusive, are in some manner responsible for the wrongs alleged herein, and are manufacturers, promoters and distributers of the Infringing Products as "Infringing Products" are defined in Paragraph 27.

10. Plaintiffs are informed and believe, and based thereon allege, that at all relevant times herein, the named Defendants JOHN DOES 1 through 10, inclusive, knew or reasonably should have known of the acts and behavior alleged herein and the damages caused thereby, and by their inaction ratified and encouraged such acts and behavior. Plaintiff further alleges that Defendants and JOHN DOES 1 through 10, inclusive, have a non-delegable duty to prevent or cause such acts and the behavior described herein, which duty Defendants including JOHN DOES 1 though 10, inclusive, failed and/or refused to perform.

THE WORLD FAMOUS COACH BRAND AND PRODUCTS

11. Coach was founded more than sixty (60) years ago as a family-run workshop in

Manhattan. Since then Coach has been engaged in the manufacture, marketing and sale of fine leather and mixed material products including handbags, wallets, and accessories (including eyewear), footwear (including shoes), jewelry and watches. Coach sells its goods through its own specialty retail stores, department stores, catalogs and via an Internet website www.coach.com throughout the United States.

12. Coach has used a variety of legally-protected trademarks, trade dresses, and design elements/copyrights and patents for many years on and in connection with the advertisement and sale of its products, including those detailed in paragraphs 14-26 of this Complaint (together, the "Coach Marks").

13. Coach has expended substantial time, money, and other resources in developing, advertising, and otherwise promoting the Coach Marks. As a result, products bearing the Coach Marks are widely recognized and exclusively associated by consumers, the public, and the trade as being high quality products sourced from Coach, and have acquired strong secondary meaning. Coach products have also become among the most popular in the world, with Coach's annual global sales currently exceeding three billion dollars.

THE COACH TRADEMARKS

14. Coach is the owner of the following United States Federal Trademark Registrations (hereinafter collectively referred to as the "Coach Trademarks"):

Registration No.	Mark	Classes	Date of Registration	Image
2,088,706	COACH	6, 9, 16, 18, 20 and 25 for *inter alia* key fobs, eyeglass cases, satchels, tags for luggage, luggage, backpacks, picture frames, hats, gloves and caps.	September 19, 1997	COACH
3,157,972	COACH	35 for retail store services.	October 17, 2006	COACH
0,751,493	COACH	16, 18 for *inter alia* leather goods, wallets and billfolds.	June 23, 1963	COACH

18 #s

Registration No.	Mark	Classes	Date of Registration	Image
2,451,168	COACH	9 for *inter alia* eyeglasses and sunglass Cases	May 15, 2001	COACH
2,537,004	COACH	24 for *inter alia* home furnishings.	February 5, 2002	COACH
1,846,801	COACH	25 for *inter alia* men's and women's coats and jackets.	July 26, 1994	COACH
3,439,871	COACH	18 for *inter alia* umbrellas.	June 3, 2008	COACH
2,061,826	COACH	12 for *inter alia* seat covers.	May 13, 1997	COACH
2,231,001	COACH	25 for *inter alia* men and women's clothing.	March 9, 1999	COACH
2,836,172	COACH	14 for *inter alia* sporting goods and stuffed toys.	April 27, 2004	COACH
2,939,127	COACH	9 for *inter alia* camera cases.	April 12, 2005	COACH
3,354,448	COACH	14 for *inter alia* jewelry.	December 11, 2007	COACH
2,579,358	COACH	20 for *inter alia* pillows, mirrors and glassware.	June 6, 2002	COACH
2,074,972	COACH	3, 21 for *inter alia* leather cleaning products and shoe brushes.	July 1, 1997	COACH
2,446,607	COACH	16 for *inter alia* writing instruments.	April 24, 2001	COACH
2,291,341	COACH	14 for *inter alia* clocks and watches.	November 9, 1999	COACH
1,071,000	COACH	18, 25 for *inter alia* women's handbags.	August 9, 1977	COACH
3,633,302	COACH	3 for *inter alia* perfumes, lotions and body sprays.	June 2, 2009	COACH
2,534,429	COACH & LOZENGE DESIGN	9 for *inter alia* eyeglasses, eyeglass frames and sunglasses.	January 29, 2002	COACH
3,363,873	COACH & LOZENGE DESIGN	3 for *inter alia* fragrances.	January 1, 2008	COACH
2,252,847	COACH & LOZENGE DESIGN	35 retail services.	June 15, 1999	COACH

13 #s

Registration No.	Mark	Classes	Date of Registration	Image
2,291,368	COACH & LOZENGE DESIGN	14 for *inter alia* jewelry.	November 9, 1999	COACH
2,666,744	COACH & LOZENGE DESIGN	24 for *inter alia* bed linens.	December 24, 2002	COACH
2,534,429	COACH & LOZENGE DESIGN	9 for *inter alia* eyeglasses, eyeglass frames and sunglasses.	January 29, 2002	COACH
2,169,808	COACH & LOZENGE DESIGN	25 for *inter alia* clothing for men and women.	June 30, 1998	COACH
2,045,676	COACH & LOZENGE DESIGN	6, 9, 16, 18, 20, 25 for *inter alia* key fobs, money clips, phone cases, attaché cases, duffel bags, picture frames, hats, caps and gloves.	March 18, 1997	COACH
1,070,999	COACH & LOZENGE DESIGN	18, 25 for *inter alia* women's handbags.	August 9, 1977	COACH
1,309,779	COACH & LOZENGE DESIGN	9, 16, 18 for *inter alia* eyeglass cases and leather goods such as wallets, handbags and shoulder bags.	December 19, 1984	COACH
2,035,056	COACH & LOZENGE DESIGN	3, 21 for *inter alia* leather cleaning products and shoe brushes.	February 4, 1997	COACH
2,983,654	COACH & LOZENGE DESIGN	18, 24, 25 for *inter alia* handbags, leather goods, fabrics, swimwear, hats and shoes.	August 9, 2005	COACH COACH COACH COACH
2,626,565	CC & DESIGN (Signature C)	18 for *inter alia* handbags, purses, clutches, shoulder bags, tote bags, and wallets.	September 24, 2002	
2,822,318	CC & DESIGN (Signature C)	24 for *inter alia* fabric for use in the manufacture of clothing, shoes, handbags, and luggage.	March 16, 2004	
2,832,589	CC & DESIGN (Signature C)	14, 16, 18, 20, 24, 25, 4, 6, 9 for *inter alia* sunglasses and eye glass cases, leather goods,	April 13, 2004	
2,832,740	CC & DESIGN (Signature C)	28 for *inter alia* stuffed animals.	April 13, 2004	

10 #s

Registration No.	Mark	Classes	Date of Registration	Image
2,592,963	CC & DESIGN (Signature C)	25 for *inter alia* clothing.	July 9, 2002	
2,822,629	CC & DESIGN (Signature C)	35 for retail services for *inter alia* handbags, small leather goods, jewelry and watches.	March 16, 2004	
3,012,585	AMENDED CC & DESIGN (Signature C)	18, 24, 25 for *inter alia* handbags, purses, fabrics and clothing.	November 8, 2005	
3,396,554	AMENDED CC & DESIGN (Signature C)	3 for *inter alia* fragrances.	March 11, 2008	
3,696,470	COACH OP ART & Design	18, 24 and 25 for *inter alia* bags, umbrellas, shoes and the manufacture of these goods.	October 13, 2009	
3,251,315	COACH EST. 1941	18, 25 for *inter alia* handbags, small leather goods, jackets and coats.	June 12, 2007	
3,413,536	COACH EST. 1941 STYLIZED	14, 18, 25 for *inter alia* handbags, purses, shoulder bags, tote bags, and wallets.	April 15, 2008	
3,441,671	COACH LEATHERWARE EST. 1941 [Heritage Logo]	9, 14, 18, 25 for *inter alia* handbags, leather cases, purses, and wallets.	June 3, 2008	
3,072,459	CL STYLIZED	18 for *inter alia* leather goods.	March 28, 2006	
3,187,894	CL STYLIZED	18, 25 for *inter alia* leather goods and clothing.	December 12, 2006	

5 Hs

Registration No.	Mark	Classes	Date of Registration	Image
1,664,527	THE COACH FACTORY STORE & LOZENGE DESIGN	42 for *inter alia* retail services for leather ware.	November 12, 1991	The Coach Factory Store
3,338,048	COACH STYLIZED	18 for *inter alia* luggage, backpacks and shoulder bags	November 11, 2007	COACH
3,149,330	C & LOZENGE LOGO	9, 14, 16, 25 for *inter alia* desk accessories, clothing and eye glasses.	September 26, 2006	C
2,162,303	COACH & TAG DESIGN	25 for *inter alia* clothing.	June 2, 1998	COACH
2,088,707	COACH & TAG DESIGN	18 for *inter alia* accessory cases, backpacks and satchels.	August 19, 1997	COACH

15. These registrations are valid, subsisting, and in full force and effect, and have become incontestable pursuant to 15 U.S.C. §1065.[1]

16. The registration of the marks constitutes *prima facie* evidence of their validity and conclusive evidence of Coach's exclusive right to use the Coach Trademarks in connection with the goods identified therein and other commercial goods.

16. The registration of the marks also provides sufficient notice to Defendants of Coach's ownership and exclusive rights in the Coach Trademarks.

17. The Coach Trademarks qualify as famous marks, as that term is used in 15 U.S.C. § 1125 (c)(1).

18. The Coach Trademarks at issue in this case have been continuously used and have

[1] All registrations originally held in the name of Coach's predecessors, Sara Lee Corporation and Saramar Corporation, were assigned in full to Coach on or about October 2, 2000.

never been abandoned.

THE COACH TRADE DRESS

19. Coach is the owner of a variety of unique and distinctive trade dresses consisting of a combination of one or more features, including sizes, shapes, colors, designs, fabrics, hardware, hangtags, stitching patterns and other non-functional elements comprising the overall look and feel incorporated into Coach products (the "Coach Trade Dresses").

20. Consumers immediately identify Coach as the single source of high quality products bearing the Coach Trade Dresses.

21. The Coach Trade Dresses associated with Coach products are independent of the functional aspects of Coach products.

22. Coach has employed the Coach Trade Dresses associated with its products exclusively and without interruption, and the Coach Trade Dresses have never been abandoned.

THE COACH DESIGN ELEMENTS - COPYRIGHTS

23. Many of the decorative and artistic combinations of the design elements present on Coach products are independently protected works under the United States Copyright Laws. These design elements are wholly original works and fixed in various tangible products and media, thereby qualifying as copyrightable subject matter under the United States Copyright Act, 17 U.S.C. Sections 101 et seq. (referred to as the "Coach Design Elements").

24. Coach has a valid copyright registered with the Copyright Office for its "Legacy Stripe" design, with registration number VAu000704542.

25. Coach has a valid copyright registered with the Copyright Office for its "Signature C" design, with registration number VA0001228917.

26. At all times relevant hereto, Coach has been the sole owner and proprietor of all

rights, title, and interest in and to the copyrights in the Design Elements used on Coach products, and such copyrights are valid, subsisting and in full force and effect.

DEFENDANTS' ACTS OF INFRINGEMENT AND UNFAIR COMPETITION

27. Upon information and belief, Defendants are engaged in designing, manufacturing, advertising, promoting, distributing, selling, and/or offering for sale products bearing logos and source-identifying indicia and design elements that are studied imitations of the Coach Trademarks, the Coach Trade Dresses, and the Coach Design Elements (hereinafter referred to as the "Infringing Products"). Defendants' specific conduct includes, among other things:

A. Advertising, promoting, distributing, selling, and/or offering for sale products bearing the Coach Trademarks, the Coach Trade Dress, and/or the Coach Design Elements, as well as other Infringing Products, from a retail store, located at 1110 Quincy Avenue, Ottumwa, Iowa 50521. For example, on January 27, 2011, an investigator purchased a handbag bearing Coach registered trademarks from said location, and digital images of this item was forwarded to Coach in New York, New York, for assessment of its authenticity. Upon inspection, which took place on February 9, 2011, Coach determined that:

- Donna's Gift is not, and has never been, an authorized retailer of authentic Coach merchandise;
- The hardware on the handbag (buckles, zippers, metal emblem, zipper pull, etc.) are not the kind used by or manufactured by Coach;
- The stitching on the handbag is messy and uneven which is not representative of the quality of authentic Coach products;
- Coach does not design the style of handbag shown on the photographs;
- The Coach trademarks shown on the handbag are either incorrect or inconsistent with the Coach marks found on authentic merchandise;
- The overall quality and craftsmanship of the handbag examined do not meet the high quality standards of Coach;
- The approximate average MSRP for an authentic Coach handbag is

approximately $298.00 whereas the handbag purchased by the investigator on January 26, 2011, was acquired for $17.11.

28. Defendants are well aware of the extraordinary fame and strength of the Coach Brand, the Coach Trademarks, the Coach Trade Dresses, and the Coach Design Elements, and the incalculable goodwill associated therewith.

29. Defendants have no license, authority, or other permission from Coach to use any of the Coach Trademarks, the Coach Trade Dresses, or the Coach Design Elements in connection with the designing, manufacturing, advertising, promoting, distributing, selling, and/or offering for sale the Infringing Products.

30. Defendants have been engaging in the above-described illegal counterfeiting and infringing activities knowingly and intentionally or with reckless disregard or willful blindness to Coach's rights, or with bad faith, for the purpose of trading on the goodwill and reputation of the Coach Marks and Coach products.

31. Defendants' activities, as described above, are likely to create a false impression and deceive consumers, the public, and the trade into believing that there is a connection or association between the Infringing Products and Coach.

32. Upon information and belief, Defendants intend to continue to design, manufacture, advertise, promote, import, distribute, sell, and/or offer for sale the Infringing Products, unless otherwise restrained.

33. Coach is suffering irreparable injury, has suffered substantial damages as a result of Defendant's activities, and has no adequate remedy at law.

COUNT I
(Trademark Counterfeiting, 15 U.S.C. § 1114)

34. Coach repeats and realleges the allegations set forth in paragraphs 1-33.

35. Defendants, without authorization from Coach, have used and are continuing to use spurious designations that are identical to, or substantially indistinguishable from the Coach Trademarks.

36. The foregoing acts of Defendants are intended to cause, have caused, and are likely to continue to cause confusion or mistake, or to deceive consumers, the public, and the trade into believing that Defendants' Infringing Products are genuine or authorized products of Coach.

37. Upon information and belief, Defendants have acted with knowledge of Coach's ownership of the Coach Trademarks and with deliberate intention or willful blindness to unfairly benefit from the incalculable goodwill inherent in the Coach Marks.

38. Defendants' acts constitute trademark counterfeiting in violation of Section 32 of the Lanham Act (15 U.S.C. § 1114).

39. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which they are not in law or equity entitled.

40. Upon information and belief, Defendants intend to continue their infringing acts, unless restrained by this Court.

41. Defendants' acts have damaged and will continue to damage Coach, and Coach has no adequate remedy at law.

COUNT II
(Trademark Infringement, 15 U.S.C. § 1114)

42. Coach repeats and realleges the allegations set forth in paragraphs 1- 41.

43. Defendants, without authorization from Coach, have used and are continuing to use spurious designations that are identical to, or substantially indistinguishable from the Coach Trademarks.

44. The foregoing acts of Defendants are intended to cause, have caused, and are likely to continue to cause confusion, mistake, and deception among consumers, the public, and the trade as to whether Defendant's Infringing Products originate from, or are affiliated with, sponsored by, or endorsed by Coach.

45. Upon information and belief, Defendants have acted with knowledge of Coach's ownership of the Coach Trademarks and with deliberate intention or willful blindness to unfairly benefit from the incalculable goodwill symbolized thereby.

46. Defendants' acts constitute trademark infringement in violation of Section 32 of the Lanham Act (15 U.S.C. § 1114).

47. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which they are not in law or equity entitled.

48. Upon information and belief, Defendants intend to continue their infringing acts, unless restrained by this Court.

49. Defendants' acts have damaged and will continue to damage Coach, and Coach has no adequate remedy at law.

COUNT III
(Trade Dress Infringement, 15 U.S.C. § 1125(a))

50. Coach repeats and realleges the allegations set forth in paragraphs 1 – 49.

51. The Coach Trade Dresses are used in commerce, non-functional, inherently distinctive, and have acquired secondary meaning in the marketplace.

52. Defendants, without authorization from Coach, have designed, manufactured, advertised, promoted, distributed, sold, and/or offered for sale, and/or are causing to be designed, manufactured, advertised, promoted, distributed, sold, and/or offered for sale, products which contain a collection of design elements that are confusingly similar to the Coach Trade Dresses.

53. The foregoing acts of Defendants are intended to cause, have caused, and are likely to continue to cause confusion, mistake, and deception among consumers, the public, and the trade who recognize and associate the Coach Trade Dresses with Coach. Moreover, Defendants' conduct is likely to cause confusion, to cause mistake, or to deceive consumers, the public, and the trade as to the source of the Infringing Products, or as to a possible affiliation, connection or association between Coach, the Defendants, and the Infringing Products.

54. Upon information and belief, Defendants have acted with knowledge of Coach's ownership of the Coach Trade Dresses and with deliberate intention or willful blindness to unfairly benefit from the incalculable goodwill symbolized thereby.

55. Defendants' acts constitute trade dress infringement in violation of Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)).

56. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which they are not in law or equity entitled.

57. Upon information and belief, Defendants intend to continue their infringing acts, unless restrained by this Court.

58. Defendants' acts have damaged and will continue to damage Coach, and Coach has no adequate remedy at law.

COUNT IV
(False Designation of Origin and False Advertising, 15 U.S.C. § 1125(a))

59. Coach repeats and realleges the allegations set forth in paragraphs 1-58.

60. Defendants' promotion, advertising, distribution, sale, and/or offering for sale of the Infringing Products, together with Defendants' use of other indicia associated with Coach is intended, and is likely to confuse, mislead, or deceive consumers, the public, and the trade as to the origin, source, sponsorship, or affiliation of the Infringing Products, and is intended, and is

likely to cause such parties to believe in error that the Infringing Products have been authorized, sponsored, approved, endorsed or licensed by Coach, or that Defendants are in some way affiliated with Coach.

61. The foregoing acts of Defendants constitute a false designation of origin, and false and misleading descriptions and representations of fact, all in violation of Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)).

62. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which they are not in law or equity entitled.

63. Upon information and belief, Defendants intend to continue their infringing acts, unless restrained by this Court.

64. Defendants' acts have damaged and will continue to damage Coach, and Coach has no adequate remedy at law.

COUNT V
(Trademark Dilution, 15 U.S.C. § 1125(c))

65. Coach repeats and realleges the allegations set forth in paragraphs 1- 64.

66. The Coach Trademarks are strong and distinctive marks that have been in use for many years and have achieved enormous and widespread public recognition.

67. The Coach Trademarks are famous within the meaning of Section 43(c) of the Lanham Act (15 U.S.C. § 1125(c)).

68. Defendants' use of the Infringing Products, without authorization from Coach, is diluting the distinctive quality of the Coach Trademarks and decreasing the capacity of such marks to identify and distinguish Coach products.

69. Defendants have intentionally and willfully diluted the distinctive quality of the famous Coach Trademarks in violation of Section 43(c) of the Lanham Act (15 U.S.C. §

1125(c)).

70. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which they are not in law or equity entitled.

71. Upon information and belief, Defendants intend to continue their infringing acts, unless restrained by this Court.

72. Defendants' acts have damaged and will continue to damage Coach, and Coach has no adequate remedy at law.

COUNT VI
(Copyright Infringement, 17 U.S.C. § 501)

73. Coach repeats and realleges the allegations set forth in paragraphs 1 – 72.

74. Many of the Coach Design Elements contain decorative and artistic combinations that are protected under the United States Copyright Act (17 U.S.C. § 101 et seq.). Coach has valid registered copyrights in the Legacy Stripe and Signature C designs.

75. Upon information and belief, Defendants had access to and copied the Signature C design, Legacy Stripe design and other Coach Design Elements present on Coach products.

76. Defendants intentionally infringed Coach's copyrights in the Signature C design, Legacy Stripe design and other Design Elements present on Coach products by creating and distributing the Infringing Products, which incorporate elements substantially similar to the copyrightable matter present in the Signature C and Legacy Stripe designs and other Design Elements present on Coach products, without Coach's consent or authorization.

77. Defendants have infringed Coach's copyrights in violation of 17 U.S.C. § 501 et seq.

78. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which they are not in law or equity entitled.

79. Upon information and belief, Defendants intend to continue their infringing acts, unless restrained by this Court.

80. Defendants' acts have damaged and will continue to damage Coach, and Coach has no adequate remedy at law.

COUNT VII
(Common Law Trademark Infringement)

81. Coach repeats and realleges the allegations set forth in paragraphs 1- 80.

82. Coach owns all rights, title, and interest in and to the Coach Trademarks, including all common law rights in such marks.

83. Defendants, without authorization from Coach, have used and are continuing to use spurious designations that are identical to, or substantially indistinguishable from, the Coach Trademarks.

84. The foregoing acts of Defendants are intended to cause, have caused, and are likely to continue to cause confusion, mistake, and deception among consumers, the public, and the trade as to whether Defendant's Infringing Products originate from, or are affiliated with, sponsored by, or endorsed by Coach.

85. Upon information and belief, Defendants have acted with knowledge of Coach's ownership of the Coach Trademarks and with deliberate intention or willful blindness to unfairly benefit from the incalculable goodwill symbolized thereby.

86. Defendants' acts constitute trademark infringement in violation of the common law of the State of Iowa.

87. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which they are not in law or equity entitled.

88. Upon information and belief, Defendants intend to continue their infringing acts,

unless restrained by this Court.

89. Defendants' acts have damaged and will continue to damage Coach, and Coach has no adequate remedy at law.

COUNT VIII
(Common Law Unfair Competition)

90. Coach repeats and realleges the allegations set forth in paragraphs 1 – 89.

91. The foregoing acts of Defendants constitute unfair competition in violation of the common law of the State of Iowa.

92. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which they are not in law or equity entitled.

93. Upon information and belief, Defendants intend to continue their infringing acts, unless restrained by this Court.

94. Defendants' acts have damaged and will continue to damage Coach, and Coach has no adequate remedy at law.

COUNT IX
(Unjust Enrichment)

95. Coach repeats and realleges the allegations set forth in paragraphs 1 – 94.

96. The acts complained of above constitute unjust enrichment of Defendants at Coach's expense, in violation of the common law of the State of Iowa.

COUNT X
(Trademark Dilution, Iowa Code §548.113)

97. Coach repeats and realleges the allegations set forth in paragraphs 1 – 96.

98. The Coach Trademarks are strong and distinctive marks that have been in use for many years and have achieved enormous and widespread public recognition.

99. Through prominent, long, and continuous use in commerce, including commerce within the State of Iowa, the Coach Trademarks have become and continue to be famous and distinctive.

100. Defendants' use of the Infringing Products, without authorization from Coach, is diluting the distinctive quality of the Coach Trademarks and decreasing the capacity of such marks to identify and distinguish Coach products and has caused a likelihood of harm to Coach's business reputation in violation of Iowa Code §548.113.

101. Defendants have intentionally and willfully diluted the distinctive quality of the famous Coach Trademarks in violation of Iowa Code §548.113.

102. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which they are not in law or equity entitled.

103. Upon information and belief, Defendants intend to continue their infringing acts, unless restrained by this Court.

104. Defendants' acts have damaged and will continue to damage Coach, and Coach has no adequate remedy at law.

COUNT XI
(Civil Conspiracy)

105. Coach repeats and realleges the allegations set forth in paragraphs 1 – 104.

106. JOHN DOES 6-10 committed the wrong of designing, manufacturing, advertising, promoting, distributing, selling, and/or offering for sale products bearing logos and source-identifying indicia and design elements that are studied imitations of the Coach Trademarks, the Coach Trade Dresses, and the Coach Design Elements.

107. Defendants Spurgeon and JOHN DOES 1-5 participated in a conspiracy with JOHN DOES 6-10 when Defendants Spurgeon and JOHN DOES 1-5 agreed with JOHN DOES

6-10 to commit the wrong of designing, manufacturing, advertising, promoting, distributing, selling, and/or offering for sale products bearing logos and source-identifying indicia and design elements that are studied imitations of the Coach Trademarks, the Coach Trade Dresses, and the Coach Design Elements.

108. Defendants' acts have damaged and will continue to damage Coach, and Coach has no adequate remedy at law.

COUNT XII
(Aiding and Abetting)

109. Coach repeats and realleges the allegations set forth in paragraphs 1 – 108.

110. JOHN DOES 6-10 committed the wrong of designing, manufacturing, advertising, promoting, distributing, selling, and/or offering for sale products bearing logos and source-identifying indicia and design elements that are studied imitations of the Coach Trademarks, the Coach Trade Dresses, and the Coach Design Elements.

111. Defendants Spurgeon and JOHN DOES 1-5 knew of the wrongs being committed by JOHN DOES 6-10 described in Paragraph 110.

112. Defendants Spurgeon and JOHN DOES 1-5 gave substantial assistance or encouragement to JOHN DOES 6-10 in the commission of the wrongs being committed by JOHN DOES 6-10 described in Paragraph 110.

113. Defendants' acts have damaged and will continue to damage Coach, and Coach has no adequate remedy at law.

WHEREFORE, Coach respectfully requests that this Court enter judgment against Defendants as follows:

Finding that:

i. Defendants have violated Section 32 of the Lanham Act (15 U.S.C. § 1114);

Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)); Section 43(c) of the Lanham Act (15 U.S.C. § 1125(c));

ii. Defendants have violated Section 501 of the Copyright Act of 1976 (17 U.S.C. § 501);

iii. Defendants have diluted the Coach Trademarks in violation of Iowa Code §548.113;

iv. Defendants have engaged in trademark infringement and unfair competition under the common law of the State of Iowa;

v. Defendants have been unjustly enriched in violation of Iowa common law;

vi. Defendants have engaged in a civil conspiracy to inflict injury upon the Plaintiffs, and

vii. Defendants have aided and abetted in the commission of violations (i) through (vi).

Granting an injunction, pursuant to Rule 65 of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116, 17 U.S.C. § 502, and Iowa Code §548.114, preliminarily and permanently restraining and enjoining Defendants, their officers, agents, employees, and attorneys, and all those persons or entities in active concert or participation with them from:

1. manufacturing, importing, advertising, marketing, promoting, supplying, distributing, offering for sale, or selling any products which bear the Coach Trademarks, the Coach Trade Dresses, and/or the Coach Design Elements, or any other mark or design element substantially similar or confusing thereto, including, without limitation, the Infringing Products, and engaging in any other activity constituting an infringement of any of Coach's rights in the Coach Trademarks, the Coach Trade Dresses, and/or the Coach Design Elements;

2. engaging in any other activity constituting unfair competition with Coach, or acts and practices that deceive consumers, the public, and/or trade, including without limitation, the use of designations and design elements associated with Coach;

3. engaging in any other activity that will cause the distinctiveness of the Coach Trademarks or Coach Trade Dresses to be diluted; or

Requiring Defendants to recall from any distributors and retailers and to deliver to Coach for destruction or other disposition all remaining inventory of all Infringing Products, including all advertisements, promotional and marketing materials therefore, as well as means of making same;

Requiring Defendants to file with this Court and serve on Coach within thirty (30) days after entry of the injunction a report in writing under oath setting forth in detail the manner and form in which Defendants have complied with the injunction;

Directing such other relief as the Court may deem appropriate to prevent consumers, the public, and/or the trade from deriving any erroneous impression that any product at issue in this action that has been manufactured, imported, advertised, marketed, promoted, supplied, distributed, offered for sale, or sold by Defendants, has been authorized by Coach, or is related in any way with Coach and/or its products;

Awarding Coach statutory damages of $2,000,000 per counterfeit mark per type of Infringing Products in accordance with Section 35 of the Lanham Act (15 U.S.C. § 1117) or alternatively, ordering Defendants to account to and pay to Coach all profits realized by their wrongful acts and also awarding Coach its actual damages, and also directing that such profits or actual damages be trebled, in accordance with Section 35 of the Lanham Act (15 U.S.C. § 1117);

Awarding Coach statutory damages or in the alternative its actual damages suffered as a result of the copyright infringement, and any profits of Defendants not taken into account in computing the actual damages, pursuant to 17 U.S.C. § 504;

Awarding Coach actual and punitive damages to which it is entitled under applicable

federal and state laws;

Awarding Coach its costs, attorneys fees, investigatory fees, and expenses to the full extent provided by Section 35 of the Lanham Act (15 U.S.C. § 1117) and Section 505 of the Copyright Act of 1976 (17 U.S.C. § 505);

Awarding Coach pre-judgment interest on any monetary award made part of the judgment against Defendants; and

Awarding Coach such additional and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Coach requests a trial by jury in this matter.

Respectfully submitted,

/s/ Kerrie M. Murphy

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PROOF OF SERVICE

I hereby certify that on February 25 2011, I electronically filed the foregoing with the Clerk of the Court using the ECF system.

/s/Dawn Reiser
DAWN REISER